

**Iowa Department of Natural Resources
Environmental Protection Commission**

ITEM

15

DECISION

TOPIC

**Contract - Iowa Department of Economic Development – Small
Business Environmental Assistance Liaison**

The Department requests Commission approval of a contract in the amount of \$70,000 with the Iowa Department of Economic Development (DED) for the purpose of administering a small business environmental assistance program.

Section 507 of the federal Clean Air Act Amendments of 1990, mandates a Small Business Air Quality Liaison (Liaison) position. In 2005, the Department and DED enhanced the role and focus of the Liaison position to integrate the Liaison's assistance with other DNR technical programs. The Liaison's duties will include serving as a non-regulatory contact for small businesses seeking information and assistance related to fulfilling their environmental permitting responsibilities, assisting with concerns between Iowa's small businesses and the Department, and ensuring that Department regulations are understandable. The Liaison also works closely with the Department to address evolving issues and to provide additional assistance as needed.

The agreement is for the period of July 1, 2006 through June 30, 2007. The agreement establishes cost reimbursable payments, totaling \$70,000. This contract is funded through Title V air quality permitting fees (\$50,000), Pollution Prevention funds (\$5,000), Water Quality funds (\$10,000), and Brownfield's funds (\$5,000).

Wayne Gieselman
Division Administrator
Environmental Services Division

Memo Date: May 30, 2006

IOWA DEPARTMENT OF NATURAL RESOURCES

AGREEMENT NUMBER 2007-7230-04

With

IOWA DEPARTMENT OF ECONOMIC DEVELOPMENT

Agreement Title: Small Business Assistance Program Pursuant to Section 507 of the Clean Air Act Amendments of 1990: Small Business Assistance Liaison

This agreement is a joint or co-operative undertaking within the meaning of Iowa Code section 28E.1

Agreement Amount: not to exceed \$70,000

Time of Performance: July 1, 2006 to June 30, 2007

DNR Agreement Manager:

Christina Iiams
DNR – Air Quality Bureau
7900 Hickman Road, Suite 1
Urbandale, IA 50322

**Submit Original Interagency Expenditure Transfer
and supporting documentation to:**

Mark Slatterly
Department of Natural Resources
Wallace State Office Building
Des Moines, IA 50319-0034
ATTN: Budget and Finance Bureau

Issue Payment to:

Department of Economic Development
200 East Grand Avenue
Des Moines, IA 50309

The Department of Economic Development agrees to deliver all supplies and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this agreement shall be subject to and governed by the Special Conditions and General Conditions. To the extent of any inconsistency between the Special Conditions or the General Conditions and any specifications or other conditions which are made a part of this agreement, by reference or otherwise, the Special Conditions and General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control. This agreement contains 12 articles.

In accordance with Iowa Code section 28E.8, this agreement shall be filed, by the DNR Agreement Manager, with the Iowa Secretary of State's Office and the county recorder, or if there is no county recorder, the county auditor of Polk County.

This agreement was approved, as required by Subsection 455B.105(6) of the Code of Iowa, by the Environmental Protection Commission on June 19, 2006. The agreement has also been approved, in accordance with Iowa Code section 28E.12, by the governing body of the Department of Economic Development. Within two weeks of each respective governing board approving the agreement, meeting minutes shall be provided to the DNR Agreement Manager for inclusion in the file.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below.

**DEPARTMENT OF
ECONOMIC DEVELOPMENT**

By: _____
Mary Lawyer
Director
Date: _____

**DEPARTMENT OF
NATURAL RESOURCES**

By: _____
Liz Christiansen
Deputy Director
Date: _____

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SPECIAL CONDITIONS

ARTICLE I IDENTIFICATION OF PARTIES

This agreement is entered into by and between the Iowa Department of Natural Resources (hereinafter referred to as DNR) and the Iowa Department of Economic Development (hereinafter referred to as DED). DED's Small Business Environmental Assistance Liaison (hereinafter referred to as Liaison) shall be responsible for the duties, technical reporting, and activities required under this agreement.

Unless stated otherwise in this agreement, DNR is defined to include these program areas: Air Quality Bureau, Pollution Prevention Services (P2), Water Quality Bureau, and the Brownfields program.

ARTICLE II STATEMENT OF PURPOSE

This agreement is entered into for the purpose of creating a Small Business Environmental Assistance Liaison Program. The creation of the Liaison Program will help to ensure:

- a) small businesses receive assistance (through education and outreach) to come into environmental compliance with applicable regulations,
- b) the requirements of a small business ombudsman for small business stationary sources¹ as required by Section 507 of the Clean Air Act Amendments of 1990 (hereinafter CAAA) is being met, and
- c) an objective source of information and assistance is available to both small businesses and the DNR regarding complaints and feedback.

For the purpose of this agreement the Liaison's "clientele" includes small business stationary sources that meet one or more of the following criteria:

- a) Defined by Sec. 507(c)(1) of CAAA as owned or operated by a person that employs 100 or fewer individuals;
- b) A small business concern as defined in the Small Business Act;
- c) Not a major stationary source;
- d) Does not emit 50 tons or more per year of any regulated pollutant;
- e) Emits less than 75 tons per year of all regulated pollutants.

The Liaison may respond to requests for assistance from small business stationary sources regarding any of the media funded through this agreement.

¹Small stationary sources meet one or more of the following criteria: (1) Defined by Sec. 507(c)(1) of CAAA as owned or operated by a person that employs 100 or fewer individuals; (2) A small business concern as defined in the Small Business Act; (3) Not a major stationary source; (4) Does not emit 50 tons or more per year of any regulated pollutant; (5) Emits less than 75 tons per year of all regulated pollutants.

The Liaison's "clientele" may also include schools, hospitals and city governments/municipalities and other similar small business organizations. However, the Liaison shall not provide assistance regarding air quality issues to entities other than small business stationary sources, except that the Liaison:

- a) may refer the clientele to the DNR Air Quality Bureau for further assistance;
- b) shall not be funded for assistance provided beyond general information and referrals, unless the clientele meets the criteria for small business stationary sources.

ARTICLE III **TIME OF PERFORMANCE**

This agreement shall be effective on July 1, 2006. Performance by DED shall commence after this agreement has been signed, but not prior to July 1, 2006. The performance required herein shall be completed by June 30, 2007, with the exception of the specific reports named in this document that are due on or before July 15, 2007.

ARTICLE IV DESIGNATION OF OFFICIALS

4.1 DNR –The Deputy Director of DNR shall be the official authorized to execute any changes in terms, conditions, or amounts specified in this agreement. The Division Administrator and the respective program area Bureau Chief (or their designee), are designated by the Deputy Director to negotiate, on behalf of DNR, and subject to the approval of the Deputy Director, any changes to this agreement.

- a. The DNR Agreement Manager shall be responsible for receiving all non-financial documents from the Liaison and shall then disseminate the documents to the respective DNR program areas. The DNR Agreement Manager may also assist in logistics planning for working sessions and meetings as necessary.

4.2 DED – The Director of DED shall be the official authorized to execute any changes in terms, conditions, or amounts specified in this agreement. The Business Development Administrator or Regulatory Assistance Coordinator are designated by the Director to negotiate, on behalf of DED, and subject to the approval of the Director, any changes to this agreement.

4.3 In accordance with Iowa Code section 28E.6, the above designated officials along with the Liaison and DNR Agreement Manager shall serve as the joint board responsible for the administration and day-to-day management of this agreement. The joint board shall also be responsible to carry out and ensure the completion of Article V in this agreement.

4.4 The above officials shall represent their respective agencies in all matters necessary to the successful completion of this agreement.

4.5 The parties to this agreement may engage in informal conflict resolution. Any party to the agreement may call for informal conflict resolution with the informal resolution process being determined by the parties as needed. At anytime, any party may request the end of the informal conflict resolution and the parties shall immediately proceed to arbitration as outlined in Article IV, Section 4.6 of this agreement.

4.6 Disputes between the parties to this agreement which are not resolved on an informal basis shall be submitted to a board of arbitration, according to the provisions of Iowa Code section 679A.19 (2005).

ARTICLE V

SCOPE OF WORK

On-going Activities:

5.1 The Liaison shall, as requested, provide clientele with multi-media and technical referral assistance. Assistance shall include, but is not limited to maintaining a toll-free hotline, maintaining an accessible web-site, responding in written and/or oral format to inquiries or referrals.

Deliverable(s): At least three reports shall be provided (see Article VI, 6.4) detailing the assistance provided and the outcomes of the assistance. A clientele database shall also be created and/or updated no later than June 30, 2007. The Liaison shall incorporate into the database fields that identify 1) how contact was established, 2) the DNR program area(s) concerned, and 3) any further outreach assistance provided after the initial contact.

5.2 The Liaison shall attend Environmental Protection Commission (EPC) meetings, DNR client contact meetings, and other meetings as requested by DNR in order to remain informed on DNR environmental issues impacting clientele.

Deliverable(s): Attend all EPC, client contact and other meetings as scheduled. At least three reports shall be provided (see Article VI, 6.4) that list all meetings attended.

5.3 To better assist clientele, the Liaison shall attend, as necessary, educational training courses.

Deliverable(s): In the reports submitted (see Article VI, 6.4), the Liaison shall provide a list of training courses attended.

5.4 The Liaison shall assist DNR, as requested, by providing advance outreach assistance to specific clientele sectors.

Deliverable(s): Once it has been requested that the Liaison assist in outreach of identified DNR priorities, the Liaison shall meet with the respective DNR program area to develop outreach strategies and to establish and implement the marketing format.

5.5 The Liaison shall review DNR proposed administrative rules to determine the rule's impact to clientele. After reviewing the rules, the Liaison shall:

- a) provide comments to DNR on all rules impacting the Liaison's clientele;
- b) assist in completing regulatory or economic impact analysis, when requested by DNR; and
- c) provide outreach to the clientele after coordinating with the DNR.

Deliverable(s): Before the end of public comment period(s) for DNR rules, the Liaison shall provide written comments and/or analysis assistance regarding rules that impact the Liaison's clientele. The Liaison shall coordinate with the DNR regarding outreach that might need to be done within thirty (30) days of publication of the proposed rule or DNR request.

5.6 The Liaison shall act as an ombudsman between DNR and clientele upon request.

Deliverable(s): The Liaison shall comply with Article VI, 6.5 when fulfilling requests.

5.7 The Liaison shall meet with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to review Article V, 5.8-5.12, evaluate the outcomes, and identify concerns.

Deliverable(s): The Liaison shall meet with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa no later than June 30, 2007.

Special Projects:

5.8 The Liaison shall work with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to establish priority for collaboration of clientele sectors based on environmental impact.

Deliverable(s): The Liaison shall examine/evaluate data compiled by the DNR-Air Quality Bureau regarding environmental impact of small business sectors. The Liaison shall assist the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa in designing collaborative programs.

5.9 The Liaison shall work with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to create a common message and look for marketing and outreach.

Deliverable(s): The Liaison shall work with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), the IAEAP program of the University of Northern Iowa, the DNR-Communications Bureau, and the DED Communications staff to create and implement a marketing strategy no later than January 30, 2007. The strategy shall promote to clientele the services of the Liaison, the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa.

5.10 If requested, the Liaison shall work with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to establish an Environmental Conference for clientele.

Deliverable(s): The Liaison shall meet with and assist the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa as requested.

5.11 The Liaison shall work with the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to explain to the DNR Field Offices the collaborative and individual services of the Liaison, the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa. The Liaison shall also use the Field Offices as a resource for feedback regarding collaborative priorities and assistance recommendations.

Deliverable(s): By no later than June 30, 2007, the Liaison, the DNR-Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa should visit each individual DNR Field Office.

5.12 The Liaison shall work with the DNR–Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa to identify suppliers, associations, and other outside organizations that could assist in promoting the services of the Liaison, DNR–Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa.

Deliverable(s): By June 30, 2007, the Liaison shall meet with the DNR–Air Quality Bureau, DNR-Pollution Prevention Services (P2), and the IAEAP program of the University of Northern Iowa.

5.13 The Liaison shall assist the DNR-Air Quality Bureau with developing guidance for clientele on open burning regulations.

Deliverable(s): By January 30, 2007, the Liaison shall develop and submit draft guidance to the DNR-Air Quality Bureau for approval. Upon DNR-Air Quality Bureau approval, the Liaison shall distribute guidance to clientele.

5.14 The Liaison shall assist the DNR-Pollution Prevention Services (P2) with programs that provide technical assistance to small business and increase the opportunities to promote voluntary compliance and pollution prevention to these businesses. Programs may include, but are not limited to Hospitals for a Healthy Environment (H2E), Food Processors, and the Region VII Pollution Prevention Roundtable.

Deliverable(s): The Liaison shall attend meetings and conferences as requested by the DNR-Pollution Prevention Services (P2) Program.

5.15 The Liaison shall assist the DNR-Pollution Prevention Services (P2) Program in the administration of Business Assistance Council for Environmental Sustainability (BACES) meetings.

Deliverable(s): By January 30, 2007, the Liaison shall meet with the DNR-Pollution Prevention Services (P2) Program to evaluate the current BACES meeting format, establish a new format, and prepare for feedback from the rest of the BACES group.

5.16 The Liaison shall work with the DNR-Brownfields Program as requested. The Liaison's duties may include, but are not limited to:

- a) a presentation/outreach effort that explains asbestos removal from commercial buildings. The targeted audience shall include trade associations, city government officials, and other clientele as identified by the DNR-Brownfield Program;
- b) attendance at training as requested to acquire knowledge about the Brownfields Program;
- c) additional marketing outreach as requested; and
- d) serve as a point of contact for clientele.

Deliverable(s): When requested by the DNR-Brownfields Program, the Liaison shall attend meetings and participate in projects as jointly determined.

5.17 The Liaison shall work with the DNR-Water Quality Bureau as requested. The Liaison's duties may include, but are not limited to:

- a) once the DNR-Water Quality Bureau has identified communities, the Liaison shall assist the communities (as requested) with grant application resources to enable the community to receive money for making sewer improvements;
- b) contacting a minimum of 50 small communities² or small business with outreach materials regarding technical resources and the process for completing NPDES permit application forms;
- c) assisting a minimum of 25 small communities or small businesses to complete their NPDES permit application forms completely by planning and conducting workshops around the state. The DNR-Water Quality and the Liaison shall meet to jointly determine the number of actual workshops to be conducted no later than June 30, 2007;
- d) helping small communities and small businesses to understand water quality standards, permit processes, and related regulations;
- e) interacting with the DNR-Water Quality Bureau as soon as possible regarding potential new renewable fuel facilities and other businesses so that all permit issues related to water quality may be evaluated;
- f) attending water quality and regulation training sessions and studying such materials to acquire knowledge to be able to represent the DNR-Water Quality Bureau on such topics when needed;
- g) additional marketing outreach as requested; and
- h) serve as a point of contact for clientele.

Deliverable(s): When requested by the DNR-Water Quality Bureau, the Liaison shall attend meetings and participate in projects as jointly determined. All deadlines, as requested by DNR-Water Quality Bureau or mutually agreed upon, shall be met. Conduct at a minimum one NPDES permit application workshop by June 30, 2007.

ARTICLE VI SESSIONS and GENERAL REPORTS

Working Sessions

6.1 The DNR and DED shall convene at least three times annually to evaluate the progress of this agreement, review the Liaison's progress in implementing the scope of work, and provide updates on items pertaining to small businesses.

6.2 Each DNR program area may request, at anytime, a working session to be scheduled between themselves and DED to discuss various items.

6.3 By March 15, 2007, DED and DNR shall meet to begin planning for SFY 2008. Both parties shall attempt to make all key personnel available for the working session to ensure complete representation of their respective department's priorities. Planning shall include:

- a) DNR program areas interested in being active participants in the upcoming fiscal year will provide scope of work ideas,
- b) review of the SFY 2007 agreement, and
- c) development of the SFY 2008 scope of work.

² For the purposes of this agreement, "small communities" is identified as a community with a population of 500 residents or less.

The scope of work(s) created during the working session, may be used in the SFY 2008 agreement submitted to the EPC for approval.

Reports

6.4 DED shall submit to DNR three electronic reports according to the schedule set forth in Article VI, Section 6.6.

- a) By October 31, 2006, DED and the DNR shall create a new format for the tri-annual reports. Tri-annual reports shall be submitted using the new format by the first reporting schedule date of November 15, 2006.

6.5 Reports of Complaints. The Liaison shall inform DNR within five working days when a complaint has been received by the Liaison. DNR shall have the right to request data on the complaint and the data shall be submitted to DNR within ten (10) working days of the request. Data submitted by DED shall include:

- a) a description of each complaint,
- b) DNR program area impacted,
- c) DNR staff person contacted, and
- d) how each complaint was handled by DED.

6.6 Report Schedule. Reports are due on or before the listed due dates.

Reporting Period	Reports Due
July 1-October 31, 2006	November 15, 2006
November 1, 2006-February 28, 2007	March 15, 2007
March 1-June 30, 2007	July 15, 2007

6.7 Budget Reporting. With each payment claim as set forth in Article IX, Section 9.3, DED shall submit to DNR-Budget and Finance Bureau an expenditure report. The expenditure report shall be included with the payment claim and shall summarize actual monthly and cumulative expenditures for each program area according to the budget line item categories listed below. Additional clarification, within fifteen (15) days of DNR's request shall be submitted for any expenditure listed.

	Air Quality	Pollution Prevention	Brownfields	Water Quality
Personnel/Benefits (total)				
Travel & Training				
Printing/Copying & Publications & Mailing				
Total Project Costs Not to Exceed	\$50,000.00	\$5,000.00	\$5,000.00	\$10,000.00

6.8 Draft Budget and Work plan. On or before March 1, 2007, DED shall submit to DNR a recommended scope of work, estimated staff salary and benefit breakdown, and draft itemized budget for the period of July 1, 2007 through June 30, 2008. This draft budget report and work plan shall then be used in preparing for the period of July 1, 2007, through June 30, 2008.

6.10 Final Agreement Review. On or before May 15, 2007, DED shall submit to DNR any comments regarding the final draft agreement.

8.2 Within 15 days of receipt, DNR shall review each written or electronic non-financial, informational or outreach document or report submitted to DNR by the Liaison. DNR shall provide comments based on its review. DED shall address DNR's comments within 15 days of receipt.

8.3 Initial Draft Agreement. By April 1, 2007, DNR shall provide DED a copy of the initial draft agreement for the period of July 1, 2007, through June 30, 2008. The DNR shall also review and provide comment as necessary, on the work plan, comments, and budget report submitted previously by DED.

8.4 Final Draft Agreement. By May 1, 2007, DNR shall submit to DED the final draft agreement for the period of July 1, 2007, through June 30, 2008.

8.5 DNR will inform the Liaison in writing of policy changes that may impact small businesses.

8.6 DNR shall provide the Liaison access to training videos, workshops, and site visits that would serve as a development tool for the Liaison.

8.7 If requested by the Liaison, DNR may provide the Liaison with copies of oral and written comments submitted during public rulemaking hearings, and DNR responsiveness summaries, if applicable to small business.

8.8 DNR will prioritize compliance priorities and communicate to the Liaison when assistance is needed to provide advanced outreach to the Liaison's clientele.

8.9 DNR will inform the Liaison when program areas have been identified that may be within the scope of the Liaison's services.

8.10 The DNR will use the Air Quality Bureau analysis of CAAA regulated small businesses (via emissions inventory information) to identify clientele sectors that have potential for greatest environmental impact to air quality. Once these sectors have been identified, the DNR-Air Quality Bureau will work with the Liaison to establish collaborative programs.

8.11 As requested by the Liaison, the DNR Agreement Manager will work with the Liaison to schedule meetings/appointments, set up meeting rooms, and other items of logistics at the DNR offices.

ARTICLE IX CONDITIONS OF PAYMENT

9.1 DED shall receive payment only for actual costs incurred and invoiced. DED shall be paid in an amount not to exceed \$70,000.00, for satisfactory completion of work outlined in this agreement provided that DED has complied with the terms of this agreement. Payment shall be taken from each of the following DNR areas as specified below:

Air Quality –Title V	\$50,000.00 (not to exceed)
Pollution Prevention	\$ 5,000.00 (not to exceed)
Brownfields	\$ 5,000.00 (not to exceed)
Water Quality	\$ 10,000.00 (not to exceed)

9.2 DED shall deposit payments from DNR made under this agreement into a special account that shall be used solely for the payment of activities outlined under this agreement.

9.3 For each payment due under this agreement, DED shall submit to the DNR an internal expenditure transfer request (IET) and supporting documentation. Supporting documentation shall include, but is not limited to, a record of expenditures (as set forth in Article VI, Section 6.7).

a) DNR shall not process the IET request until each program area has approved their record of expenditures from DED.

b) Each IET shall be submitted to DNR under the following schedule:

<u>Reporting Period</u>	<u>IET Due</u>
July 1-October 31, 2006	November 30, 2006
November 1, 2006-February 28, 2007	March 30, 2007
March 1-June 30, 2007	July 30, 2007

9.4 DNR shall not process payment for items of work or service which in the determination of DNR does not meet the specifications of this agreement. If the item of work or service is resubmitted by a date agreed to by DNR and DED through an amendment to this agreement and is determined by the Deputy Director to be satisfactorily completed according to the specifications of, then payment shall be processed.

9.5 DNR may terminate in writing this agreement for cause within the meaning of Section 7.1 of the General Conditions if DED submits any item of work or service more than ten (10) working days after the due date.

9.6 This agreement may be amended if a specific project or work item cannot be completed, in DNR's determination, within the time frame specified. Payment for the uncompleted project or work item may be withheld until completion of the work. All changes to this agreement must be approved in writing by both DNR and DED.

9.7 Either agency may terminate this agreement upon written notice, signed by the designated official of the agency terminating the agreement. Written intent to terminate this agreement must be provided to the other agency no later than sixty (60) calendar days prior to termination.

ARTICLE X AGREEMENT PAYMENT SCHEDULE

10.1 Payments shall be made upon receipt of IET requests from DED as set forth in Article IX, provided conditions of this agreement have been met and DNR does not dispute the payment amount.

10.2 The agreement total payment shall not exceed \$70,000.00 from July 1, 2006, through June 30, 2007. Payment for each expenditure category designated as "not to exceed" shall not exceed the amounts specified in Article XI.

10.3 All contracted duties and activities shall be performed regardless of DED exceeding the total payment amount of \$70,000.00. No further reimbursement shall be available without DNR approval.

10.4 The final IET request shall be due to the DNR within 30 days of expiration of this agreement, unless an extension is requested by DED and granted by DNR. Payment of the final IET shall be withheld until receipt and acceptance by DNR of DED's final performance report, as set forth in Article VI, Section 6.6.

ARTICLE XI BUDGET

Category	Totals
Personnel/Benefits not to exceed	\$ 53,300.00
Travel & Training ^a	\$9,500.00
Printing/Copying & Publications & Mailing	\$7,200.00
Total Project Costs not to exceed^b	\$70,000.00

^aIncludes training courses, registration fees, and all travel.

^bCosts billed to IDNR not to exceed \$70,000.

ARTICLE XII LIAISON WORK PRODUCTS & DELIVERABLES

Product/Deliverable	Reference	Due Date	Date Submitted/ Completed
Provide copy of governing board minutes with approval of agreement		2 weeks after the meeting	
Create new report format	Article VI/6.4/a	October 31, 2006	
Working Sessions	Article VI/6.1/a-c	Three times a year	
Report 1	Article VI/6.4 & Article VI/6.6	November 15, 2006	
IET Request & Expenditure Report #1	Article IX/9.3/b & Article VI/6.7	November 30, 2006	
Verify that DNR has received IET Request		December 5, 2006	
Draft Budget & Workplan	Article VI/6.8	March 1, 2007	
SFY 2008 Planning Session	Article VI/6.3	March 15, 2007	
Report 2	Article VI/6.4 & Article VI/6.6	March 15, 2007	
IET Request & Expenditure Report #2	Article IX/9.3/b & Article VI/6.7	March 30, 2007	
Verify that DNR has received IET Request		April 5, 2007	

Product/Deliverable	Reference	Due Date	Date Submitted/ Completed
Initial Contract Review	Article VI/6.9	April 15, 2007	
Final Contract Review	Article VI/6.10	May 15, 2007	
Report 3	Article VI/6.4 & Article VI/6.6	July 15, 2007	
IET Request & Expenditure Report #3	Article IX/9.3/b & Article VI/6.7	July 30, 2007	
Verify that DNR has received IET Request		August 5, 2007	
Deliverable(s)			
SOW 5.1			
Assistance Reports 1, 2, 3	Article V/5.1	November 15, 2006; March 15, 2007; June 30, 2007	
Clientele Database (including fields)	Article V/5.1	June 30, 2007	
SOW 5.2			
Meeting attendance	Article V/5.2	Ongoing	
Meeting List Reports 1, 2, 3	Article V/5.2	November 15, 2006; March 15, 2007; June 30, 2007	
SOW 5.3			
Training List Reports 1, 2, 3	Article V/5.3	November 15, 2006; March 15, 2007; June 30, 2007	
SOW 5.4			
Outreach coordination w/ DNR	Article V/5.4	As requested	
SOW 5.5			
Rule Impacts	Article V/5.5	End of public comment	
Outreach coordination w/ DNR	Article V/5.5	30 days after published rule	
SOW 5.6			
Act as Ombudsman & comply with Article VI, 6.5	Article V/5.6	Upon request	
SOW 5.7			
Review Articles 5.8-5.12	Article V/5.7	June 30, 2007	
SOW 5.8			
Examine/Evaluate DNR data	Article V/5.8	Ongoing	
Design Collaborative Programs	Article V/5.8	Ongoing	
SOW 5.9			
Create & Implement marketing strategy	Article V/5.9	January 30, 2007	

Product/Deliverable	Reference	Due Date	Date Submitted/ Completed
<i>SOW 5.10</i>			
Meeting attendance	Article V/5.10	Ongoing, as requested	
<i>SOW 5.11</i>			
Explain services to DNR Field Offices	Article V/5.11	June 30, 2007	
<i>SOW 5.12</i>			
Identify suppliers, outside organizations, etc. to assist in promoting services	Article V/5.12	June 30, 2007	
<i>SOW 5.13</i>			
Open Burning Outreach	Article V/5.13	January 30, 2007	
<i>SOW 5.14</i>			
Meeting attendance	Article V/5.14	Ongoing, as requested	
<i>SOW 5.15</i>			
Evaluate & Format BACES Meetings	Article V/5.15	Ongoing, as requested	
<i>SOW 5.16</i>			
Meeting attendance	Article V/5.16	Ongoing, as requested	
<i>SOW 5.17</i>			
Meeting attendance	Article V/5.17	Ongoing, as requested	
Meeting to plan NPDES workshop(s)	Article V/5.17c	November 30, 2006	
Conduct at a minimum one NPDES Workshop	Article V/5.17	June 30, 2007	

GENERAL CONDITIONS

Section 1.0 Entire Agreement

This agreement constitutes the entire agreement between the Department of Natural Resources (Department) and the Contractor with respect to the subject matter hereof, and the Contractor acknowledges that it is entering into the contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein.

Section 2.0 Amendment

In order to be valid any amendment of this contract, or change in the conditions or terms of this contract, must be in writing and signed by the officials designated in Article VIII of the Special Conditions.

Section 3.0 Availability of Funds

If funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate this contract without penalty in accordance with Section 7.1 of the General Conditions by giving not less than thirty (30) days written notice documenting the lack of funding.

Section 4.0 Records and Audit

4.1. The Contractor agrees to maintain books, documents and other records pertaining to all costs and expenses incurred and revenues acquired during this contract in accordance with generally accepted accounting principles and practices consistently applied and 40 CFR Part 31 in effect on the date of execution of this contract.

4.2. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for this contract.

4.3. The Director of the Department or any duly authorized audit representative thereof shall have access to, for the purpose of audit and examination, any books, documents, papers and records of the Contractor which are pertinent at all reasonable times during the period of retention provided for in subsections 4.4, 4.5, and 4.6 below and shall have the right to make copies or to excerpt or make other transcriptions thereof. Access to records is not limited to the required retention periods. Department or its representatives shall have access to records at any reasonable time for as long as the records are maintained.

4.4. All records in the possession of the Contractor pertaining to this contract shall be retained by the Contractor for a period of three (3) years beginning with the date upon which the final payment under this contract is issued. Records for non-expendable property acquired under this contract shall be retained for a three (3) year period after the final disposition of the property.

4.5. Records relating to any litigation or claim arising out of the performance of this contract, or costs or expenses of this contract to which exception has been taken as a result of inspection or audit shall be retained by the Contractor until such litigation, claim, or exception has been finally settled or until the three-year period has expired, whichever occurs later.

4.6. The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments resulting from any administrative reviews and audits by the United States Government or by the state of Iowa or by the Contractor.

Section 5.0 Allowable Costs

5.1. Allowable costs are specified under the approved budget presented in the Special Conditions of this contract. Allowable costs in contracts with public or non-public agencies are subject to the cost principles defined in Office of Management and Budget Circular A-21 as amended.

5.2. Indirect costs shall be allowable at a predetermined rate specified in the approved budget presented in the Special Conditions of this contract. Indirect cost rates, if applicable, for public and/or non-profit agencies shall be determined according to the principles defined in the Office of Management and Budget Circular A-21, as amended.

Section 6.0 Unallowable Costs

6.1. The following costs are unallowable for profit making companies under this contract.

- a.** Legal expenses for the prosecution of claims against the Department, the state of Iowa, the Federal Government or any subdivision thereof are unallowable.
- b.** The difference in cost between first-class air accommodations and less-than-first-class air accommodations, unless less-than-first-class air accommodations are not reasonably available, are unallowable.
- c.** Costs incurred prior to the effective date of the contract are unallowable.
- d.** Costs of preparing proposals for potential contracts are unallowable.
- e.** Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs, are unallowable.
- f.** Contingencies. Contributions to a contingency reserve or any similar provision for unforeseen events are unallowable
- g.** Contributions and donations. Unallowable.
- h.** Entertainment. Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities, are not allowable.
- i.** Fines and penalties. Costs resulting from violations of, or failure to comply with Federal, State and local laws and regulations are unallowable.
- j.** Interest and other financial costs. Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, are unallowable except when authorized by Federal legislation.

Section 7.0 Termination of Contract

7.1 Termination for cause. The Department may terminate this contract in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. Before any termination, the Director shall provide the Contractor an opportunity for consultation. The Department shall notify the Contractor in writing of any termination. The notice shall state the reasons for the termination. The Contractor must stop work immediately upon notification of termination. The Department will not provide any reimbursement for new commitments after the notice of termination. Payments made to the Contractor or recoveries by the Department under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

7.2 Termination due to non-appropriation. Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of the contract are, at any time, not forthcoming or are insufficient, either through the failure of the Department to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided, the Department shall give the vendor written notice as soon as practical documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation to cover the cost of this contract becomes available within sixty (60) days subsequent to termination under this section, the Department agrees to re-enter the Agreement with the terminated vendor under the same provisions, terms and conditions as the original contract.

7.3. Termination for convenience. The Department or the Contractor may terminate the contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of the funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial obligations, for the termination portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Contractor for the Department's share of the noncancellable obligations, properly incurred by the Contractor prior to termination. The termination agreement must be in writing and signed by the officials designated in Article VIII of the Special Conditions.

7.4. Rights in incomplete products. In the event the contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this contract shall, at the option of the Department, become the Department's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 8.0 Equal Employment Opportunity

8.1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, or mental or physical disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

8.2. The Contractor will in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

8.3. The Contractor will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor will furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and will permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

8.4. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

8.5. The Contractor will include the provisions of paragraphs 8.1 through 8.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions will be binding on each subcontract. The Contractor will take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

Section 9.0 Interest of the Contractor and Others

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Section 10.0 Assignment of Interest

Neither the contract nor any interest therein nor claim there under shall be assigned or transferred by the Contractor to any other party or parties. Attempted assignment may be considered, at the option of the Department, to be a substantial breach and cause for termination within the meaning of subsection 7.1 of the General Conditions.

Section 11.0 Personnel

11.1. Selection. The Contractor represents that he/she has, or will secure all personnel required in performing the work and services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Department.

11.2. Qualification. All of the work and services required hereunder will be performed by the Contractor or under the Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

11.3 Change of Personnel. Any individual specified by name or job title in Article V and VIII of the Special Conditions herein is considered essential to the work and services to be performed. If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Department. The Contractor shall provide the name and resume of qualification for the replacement individual. Any replacement shall be subject to the reasonable approval of the Department.

11.4 Budget Revisions. Budget revisions requiring DNR prior approval will be determined in accordance with OMB Circular A-110, Section __.25.

Section 12.0 Subcontracts.

None of the work or services required under this contract shall be subcontracted by the Contractor without the prior written approval to subcontract by the Department and the prior written approval of the subcontract itself by the Department. Attempted subcontracting may be considered, at the option of the Department, to be substantial breach and cause for termination within the meaning of Section 7.1 of the General Conditions. Any subcontract exceeding \$25,000 approved by the Department and entered into by the Contractor shall contain at a minimum, the General Conditions of this contract.

Section 13.0 Effect of Invalidity

If any of the provisions herein shall be in conflict with the laws of the state of Iowa, and shall be declared to be invalid by any court of record in this state, such validity declaration shall be construed to affect only such portions as are declared invalid or in conflict with the law and such remaining portion or portions of the contract shall remain in effect and shall be construed as if such invalid or conflicting portion of the contract were not contained herein.

Section 14.0 Indemnification

To the extent allowed and provided by law:

14.1. The Contractor agrees to jointly and severally indemnify and hold the Department, the state, its successors and assignees harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the Department may incur or sustain by reason of the failure of the Contractor to fully perform and comply with the terms and obligations of this contract.

14.2. The Contractor shall indemnify and hold the Department, the state, its successors and assignees harmless from all liability, loss, damage, or expense including reasonable attorney's fees resulting from any suits, claims or actions brought for or on account of any injuries the Contractor or any persons working for the Contractor may incur while carrying out the terms of this Agreement.

Section 15.0 Patents

15.1. If the Contractor or any or all of its employees or agents invents or discovers any new useful process, machine, manufacture or composition of material, or any new and useful improvement thereof, as a result of work performed under this contract, the Contractor shall immediately provide written notice of the discovery to the Director. The Contractor shall evaluate each such discovery and if in the judgment of the Contractor the attendant circumstances warrant filing a patent application, the Contractor shall comply with 40 CFR 1101. If the Contractor has not filed an application within six months of notice to the Director of the discovery, the Department may apply for a patent for the discovery on the behalf of the state of Iowa.

15.2. The Contractor shall notify the Department in writing of the issuance of a patent to the Contractor or the Contractor's employees or agents for any discovery resulting from work performed as a result of this contract. The state of Iowa, its political subdivisions, its Departments and its divisions shall be entitled to an irrevocable, nonexclusive royalty-free license for governmental purposes under any patent held by the Contractor or the Contractor's employees or agents and originating from work performed under this contract.

Section 16.0 Copyrights and Use of Data

16.1. The term "subject data" used in this clause includes writing, technical reports, sound recordings, magnetic recordings, computer programs, computerized databases, databases in hard copy, pictorial reproductions, plans, drawings, including engineering or manufacturing drawings, specifications, or other graphical representations, and works of any similar specifications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which the Contractor submits or which the Department specifies to be delivered under this agreement or which the Contractor develops or produces and the Department pays for under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

16.2. Except as may otherwise be provided in this contract, when publications, films, or similar materials are developed directly from a project supported by the Department, the Contractor is free to arrange for copyright without approval. The Contractor agrees to and does hereby grant to the Department, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Department purposes to publish, translate, reproduce, deliver, perform, dispose of and to authorize others so to do, all subject data, or copyrightable material based on such data, covered by copyright now or in the future.

16.3. The Contractor shall not include in the subject data any copyrighted matter without the written approval of the Director, unless the Contractor provides the Department with the written permission of the copyrighted owner for the Department to use the copyrighted matter in the manner provided for in subsection 16.2 above.

16.4. Nothing contained herein shall imply a license to the Department under any patent or be construed as affecting the scope of any license or other rights otherwise granted to the Department under any patent.

16.5. Unless otherwise limited below, the Department may, without additional compensation to the Contractor, duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data.

16.6. Notwithstanding any provisions of this contract concerning inspection and acceptance, the Department shall have the right at any time to modify, remove, obliterate, or ignore any marking restricting disclosure of subject data if the marking is not authorized by the terms of this contract.

16.7. Data need not be furnished for standard commercial items or services which are normally sold, or have been sold, or offered to the public commercially by any supplier and which are incorporated as component parts in or to be used with the product or process being developed or investigated under this contract if, in lieu thereof, identification of source and characteristics (including performance specifications, when necessary) sufficient to enable the Department to procure the part or practice the process, or acquire an adequate substitute, are furnished.

16.8. In addition to any data specified elsewhere in this contract to be furnished to the Department, the recipient shall retain and, upon written request of the Director at any time during project performance or within two years after project performance is completed, deliver any subject data not previously delivered.

16.9. The Contractor shall exert all reasonable effort to advise the Director of the Department, at the time of delivery of the subject data furnished under this contract, of all invasions of the right-of-privacy contained therein and of all portions of such data copied from work not composed or produced in the performance of this contract and not licensed under this section.

16.10. The Contractor shall report to the Director of the Department, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all subject data delivered under this contract. On receipt of this information, the parties hereto agree to confer to determine future uses to be made of the subject data.

16.11. The Contractor or any or all of its employees or agents may duplicate, use and disclose all subject data deliverable under this contract, provided that the Contractor or such employees or agents acknowledge the contribution of the Department and the contract number of this contract and any copyright secured for such data; provided further that there shall be no pre-release or publication of data or findings connected with this in scholarly or professional journals or through public presentation or news release or otherwise until the performance of this contract is completed, unless prior written authorization has been obtained from the Department's Director.

Section 17.0 Notice and Assistance Regarding Patent and Copyright Infringement

17.1. The Contractor agrees to report to the Department's Director promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant of which the Contractor has knowledge.

17.2. In the event of any claim or suit against the Department, the state of Iowa, or the United States, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor agrees to furnish to the Department, when requested by the Director, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Department except where the Contractor has agreed to indemnify the Department.

Section 18.0 Title to Equipment and Property Inventory

Any nonconsumable equipment which is tangible personal property, which has a purchase price of \$5,000 or more, and a useful life of two or more years and which is purchased with funds from the contract budget shall be the property of the Department. The cost of any such equipment purchased within a billing period or within the course of production of any deliverable item for which billing is made under Article X of the Special Conditions shall be itemized on the voucher required by Article X. Upon receipt of a voucher, which itemizes such equipment, the Department will provide State of Iowa Property Tags to the Contractor. The Contractor will attach a Property Tag to any such equipment and inform the Department of the price of the equipment, the make or manufacturer, serial number, and model year or number of the equipment to which each Property Tag is attached.

Section 19.0 Privity of Contract

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its Departments, agencies or employees is, or will be, a party to this contract or any subcontract. This contract is subject to regulations contained in 40 CFR Part 31 in effect on the date of the initial payment under this contract.

Section 20.0 Remedies

Unless otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the Department and the Contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state of Iowa. All claims, counter-claims, disputes or other matters will be determined by the laws of the state of Iowa unless federal law or regulations govern.

Section 21.0 Cost Price Data

The Contractor, where appropriate, assures that the cost and pricing data submitted for evaluation with respect to negotiation of prices for this contract is based on current, accurate and complete data supported by their books and records. If the Department determines that any price (including profit) negotiated in connection with this contract or amendment there under was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the Contractor shall suggest language to modify the contract in writing to reflect such action. Failure to agree on a reduction shall be subject to the remedies clause (Section 20.0) of this contract.

Section 22.0 Gratuities

22.1. If the Department finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Department, the state or Federal government in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Department may, by written notice to the Contractor, terminate this contract. The Department may also pursue other rights and remedies that the law or this contract provides. However, the existence of the facts on which the Department bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause (Section 20.0) of this contract.

22.2. In the event this contract is terminated as provided in subsection 22.1, the Department may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by the law, be entitled to exemplary damages in an amount (as determined by the Department) which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any such gratuities to any such officer or employee

Section 23.0 Responsibility of the Contract

23.1. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this contract. If the contract involves environmental measurements or data generation, the Contractor shall comply with EPA quality assurance requirements contained in 40 CFR 31.45. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

23.2. The Contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

23.3. The Department's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of this work. Neither the Department's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.

23.4. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Department or EPA caused by the Contractor's negligent performance of any of the services furnished under this contract, except for errors omissions or other deficiencies to the extent attributable to Department-furnished data and any third part. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.

23.5. The Contractor's obligation under this clause are in addition to the Contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the Department may have against the Contractor for faulty materials, equipment or work.

Section 24.0 Final Payment

Before final payment or a termination settlement under this contract, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, this contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this contract, by state law or otherwise expressly agreed to by the parties to the contract, final payment under a settlement upon termination of this contract shall not constitute a waiver of the Department's claims against the Contractor, or the Contractor's sureties under this contract or applicable performance and payment bonds.

Section 25.0 Violating Facilities

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 308 of the Clean Air Act (42 USC 1557(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use, under nonexempt Federal contracts, grants or loans in excess of \$100,000.00, of facilities included on the EPA List of Violating Facilities.

Section 26.0 Energy Efficiency

The Contractor shall comply with mandatory standards and policies on energy efficiency contained in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Section 27.0 Compliance with Laws

27.1. The Contractor agrees that over the duration of and as a condition of the Contractor's duty to perform under the terms of this contract, that it will be in compliance with all applicable laws and regulations of the state and Federal government, including, but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, records retention, audit requirements, allowable costs, and the requirements of 40 CFR.

27.2. The Contractor certifies that it is not on EPA's List of Violating Facilities as listed in 40 CFR Part 15 and that it has not been debarred, suspended, or otherwise excluded from receiving federal funds by any agency of the U.S. government.

Section 28.0 Covenant Against Contingent Fees

The Contractor assures that no person or selling agency has been employed or retained to solicit this contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the Department shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Section 29.0 Changes

29.1. The Department may at any time, by written order make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the Contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the Department shall make an equitable adjustment and modify this contract in writing. The Contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the Department's change, unless the Department grants additional time before the date of final payment.

29.2. No services for which the Contractor will charge an additional compensation shall be furnished without the written authorization of the Department.

Section 30.0 Debarment and Suspension

30.1. The Contractor hereby certifies that to the best of its knowledge and belief that it and its participants are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the any federal Department or agency.

30.2. The Contractor acknowledges that doing business with any party appearing on the nonprocurement portion of the "List of Parties Excluded from Federal Programs" may result in disallowance of costs under this contract and may also result in suspension or debarment.

Section 31.0 Minority and Women's Business Utilization

The Contractor agrees to include the six affirmative steps in 40 CFR 31.36(e) in any solicitation documents for subcontracting supplies and services under this contract to assure that minority and women's businesses are used when possible. The Contractor will submit Standard Form 334 to the Department to report the utilization of such business.